

DEED OF SALE BY PERSONAL REPRESENTATIVE

018471

TRANSFER
TAX
PAID

KNOW ALL MEN BY THESE PRESENTS, FRANCIS F. BARTLETT of Waterville, County of Kennebec, State of Maine, duly appointed and acting **Personal Representative of the Estate of FRANCES P. CARY**, deceased, testate, as shown by the probate records of the County of Kennebec, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to **SALLY ANN BAKER** of Albion, County of Kennebec, State of Maine, whose mailing address is RR 1, Box 2570, Albion, ME 04910, the real property in Waterville, County of Kennebec, State of Maine, with the buildings thereon, bounded and described as follows:

Being Lot 66 on a Plan of Gilman Heights and drawn by Francis V. Armstrong, C.E., said Plan dated December 4, 1939, recorded in Kennebec County Registry of Deeds, Plan Book 12, Page 77, and as revised in April, 1948, recorded in said Registry, Plan Book 16, Page 2A, and as further revised by Plan dated November 26, 1954, by Carl Crane, C.E. and recorded in said Registry, Plan Book 17B, Page 192, to which plans reference is made for a more particular description.

Subject, however, to the following restrictions numbered from 1 to 13, inclusive, which will be binding upon the said grantee and all persons claiming or holding under or through said grantee.

1. No lot of land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.
2. That said land shall be used only for residential purposes and not more than one (1) residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, excepting that owners of three (3) or more contiguous lots located on the south side of Highland Avenue may subdivide said lots, provided that said subdivision shall not decrease the dimensions of any subdivision into lots of less than seventy-five (75) feet by one hundred (100) feet, and provided that insofar as any such lots created by such subdivision are concerned, the foregoing Covenants of Restriction shall be construed as applying to a single lot; nor shall any buildings at any time situated on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.
3. The main entrance of any residence built on any lot, any boundary of which abuts Gilman Street, shall face Gilman Street; the main entrance of any residence built on any lot, any boundary of which abuts the First Rangeway, shall face

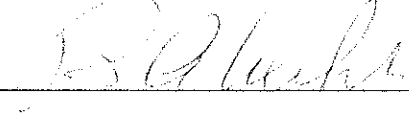
the First Rangeway. The main entrance of any residence built on lots abutting only upon avenues, shall face the nearest avenue boundary line.

4. That any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts Gilman Street or the First Rangeway, shall not be erected nearer than thirty-five (35) feet from the Gilman Street line or the First Rangeway Street line; and any other wall of any such residence or other outbuildings, including garages, erected on any lot abutting Gilman Street or the First Rangeway shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line thirty-five (35) feet along the Gilman Street line and along the First Rangeway Street line.
5. That any wall of any residence or other outbuildings, including garages, erected on any lot which abuts only upon avenues, shall not be erected nearer than twenty-five (25) feet from any avenue street line, and any other wall of any such residence or other outbuildings, including garages, erected on said lots, shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line twenty-five (25) feet along all avenue street lines.
6. Each residence or other outbuildings, including garages, erected on any lot, must provide a space at least fifteen (15) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots, excepting that this Restriction shall not apply to the south boundary of lots located on the south side of Highland Avenue.
7. The cost of each main building on these lots shall be at least ninety-five hundred dollars (\$9,500) exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.
8. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.
9. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
10. That no cows, horses, goats, swine, hens, or dog kennels shall at any time be kept or maintained on said lots or in any building thereon.

11. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing Covenants of Restriction shall be constructed as applying to a single lot.
12. The grantor herein does not hold itself responsible for the enforcement of the foregoing Restrictions.
13. It is understood that this property shall operate under the so-called (New Neighborhood Act) as adopted by the National Association of Real Estate Operators.

Being the same premises conveyed by Gilman Heights, Inc. to Frances P. Cary, by warranty deed, dated September 8, 1954, recorded in Kennebec County Registry of Deeds, Book 977, Page 393, and by release deed of Gilman Heights, Inc. to Frances P. Cary, dated May 23, 1955, recorded in Kennebec County Registry of Deeds, Book 1003, Page 360; the purpose of the later deed was to convey to said Grantee the additional land located in the rear of said Lot 66, and set out as a result of the Re-Survey dated November 26, 1954, by Carl Crane, C.E., recorded in Kennebec County Registry of Deeds, Plan Book 17B, Page 192.

WITNESS my hand and seal this 15th day of August, 1991.





Francis F. Bartlett

STATE OF MAINE
COUNTY OF KENNEBEC

August 15, 1991

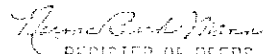
Then personally appeared the above-named Francis F. Bartlett in his said capacity and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public/Attorney-at-Law
Printed Name: Roger A. Welch

RECEIVED KENNEBEC SS.

1991 AUG 19 AM 9:00

ATTEST: 
REGISTER OF DEEDS